



City of Dayton, Ohio
Division of Purchasing

WEB DEVELOPMENT AND MARKETING SERVICES

REQUEST FOR PROPOSAL (RFP) No. 12071D

October 2012

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SECTION 1 – PROPOSAL INSTRUCTIONS

This Project is being solicited with a 100% Small Business Enterprise (SBE) participation goal. See Section 3.03 for details.

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP Process to:

City of Dayton, Division of Purchasing, Room 514
Donita Jo Garner
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-4035
Fax: (937) 234-1600
E-Mail: donita.garner@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the city's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

Proposers shall not communicate with anyone from the City of Dayton regarding this RFP except as specifically provided within the documents, from the time of release of the solicitation until an award has been made. Failure to do so, may result in disqualification.

A copy of this proposal and any additional documentation may be found at the City of Dayton's website at:

www.daytonohio.gov/bid

1.02 RFP SCHEDULE. The following is the anticipated schedule for the RFP Process:

Issue RFP:	October 18, 2012
Pre-Proposal Meeting	371 West Second St. 3 rd Floor Conference Room, 2:00pm on November 1, 2012
Proposers Deadline to Submit Questions:	2:00pm on November 6, 2012
City's Written Responses to Questions:	Close of Business on November 13, 2012
Due Date and Time for Proposals:	2:00pm on November 21, 2012

1.03 PRE-PROPOSAL MEETING. The City shall conduct an optional pre-proposal meeting. The date and location of the meeting is listed in Section 1.02 (RFP Schedule). The intent of the pre-proposal meeting is to:

- Review the Request for Proposal
- Review the City's Procurement Enhancement Plan (PEP) procedures
- Answer questions

This may be the only opportunity for the Consultants to meet with the City. Each proposer should limit representation at this meeting to no more than 2 persons. Consultants shall notify the City as directed in Section 1.02 (RFP Schedule) if they will be attending the pre-proposal meeting and how many persons will attend. Attendance at this meeting is optional for all who intend to submit a proposal.

1.04 SUBMITTING A PROPOSAL. Each Consultant seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit one original copy signed by an officer authorized to bind the company and three (3) copies TWO (2) ELECTRONIC VERSIONS via flash drive or CD of their written proposal. All proposals shall be sealed, properly addressed with the name of the Consultant and sent to:

RFP No12070D Web Development And Marketing Services
City of Dayton, Division of Purchasing, Room 514
Donita Jo Garner
City Hall
101 West Third Street
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by the date and time indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are **not** acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposal. The City reserves the right to approve or reject any sub-consultants proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful proposer on the basis of proposals received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.05 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Consultants are required to submit the following information in their proposal:

- **Letter of Transmittal:** The proposer shall complete the transmittal letter with authorizing signature for the proposal. The letter must be on the form provided in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive.
- **Samples of work:** Please provide relevant materials that demonstrate the organization expertise
- **Resumes:** Please provide resumes of all team members
- **References:** Provide a list of references on form provided as Exhibit B. We are particularly interested in contacting your governmental clients in the state of Ohio.
- **Product Manufacturer Labor Standards: Vendor Compliance Form.** Please complete the form provided as Exhibit C.
- **Good Faith Waiver:** Please use Exhibit D, should you not be able to meet the Goals as stated for this project.

1.06 Items that Disqualify a Vendor Immediately.

- Incomplete or non-responsive proposal
- Failure to follow the requirements outlined in this proposal
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

- City of Dayton Certified Companies

1.07 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Evaluation Criteria		
Item	Description	Percentage Possible
1	Qualifications	30%
2	Approach	20%
3	Cost/Price	20%
3	Samples	15%
4	Past Experience	15%
	Total Points	100%

1.08 ADDITIONAL ITEMS TO BE ADDED IF NECESSARY

- All Consultants submitting a proposal will be notified, upon final determination by the City, of the firm selected to perform the requested work.

SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton, Human Relations Council, is seeking proposals from highly experienced and professional consulting firms to provide comprehensive website development, a wide variety of digital and print collateral material for various department programs, and photography services. Creative services include but are not limited to marketing materials design, internal/external communication pieces, and facilitation of production of these pieces. Marketing materials projects may include, but not be limited to, brochures, flyers, print advertisements, display signage, PowerPoint presentations and other materials on an as-needed basis consistent with specifications provided by the department. Candidate may bid on all three services or any combination.

2.02 BACKGROUND INFORMATION. The Dayton City Commission established the Human Relations Council (HRC) in May of 1962 to keep peace, order and harmony among the citizens of Dayton, to promote tolerance and goodwill, and ensure equality of treatment and opportunity for all. HRC works on behalf of all who experience differential treatment by virtue of their race, ethnicity, sex, gender, age, religion, sexual orientation, gender identity, ability, national origin or aspect of cultural identity. The Council is an agency with full time staff and a 10-member Board appointed to three-year terms by the Dayton City Commission.

The Council investigates and adjudicates discrimination complaints related to employment, housing, public accommodations, and credit transactions; administers technical assistance programs and procurement programs that provide opportunities to minority, women, small/disadvantaged and disadvantaged business enterprises; and coordinate and facilitates special programs associated with the agency's mission (i.e. Community Police Relations Initiatives and the Welcome Dayton Plan, an initiative to make the City of Dayton immigrant friendly) and conducts active public education and outreach programs.

In support of its defined key functions, the City of Dayton's Human Relations Council seeks an experienced firm(s) to provide website design and development, marketing collateral, and photography. These services must include overall efforts targeted towards enhancing HRC's visibility in the community, promoting the progress and various elements of department initiatives, and helping HRC effectively reach diverse audiences in the Dayton area with relevant messaging and information about HRC services.

2.03 SCOPE OF WORK / PROJECT REQUIREMENTS. The Scope of Work is outlined in the specifications below, and includes a preliminary estimate of the work to be performed. The Proposal shall include, but not limited to, all tasks necessary to complete this project and to fulfill the outlined requirements. The City of Dayton reserves the right to approve all work and/or modify the work requirements as deemed necessary. All publications shall be submitted to the City of Dayton in a format(s) that can be reviewed and revised by the City, posted on the City web site, and reproduced at the sole discretion of the City.

All work will be charged to the City based on time and materials not to exceed the total amount specified in the proposal and contract. The City reserves the right to delete and/or modify the work required as deemed necessary within the scope of the total money available.

It is the City's intent to enter into an agreement with the selected firm(s) to for website design and creative services on an as needed basis, including marketing collateral, and photography necessary to help the Human Relations Council achieve its goals outlined in this RFP. In order to achieve this goal, selected firm(s) may be requested to provide those goods and services outlined in this section. Candidate may provide one proposal covering every item, any single project, or any combination thereof. Candidate should specify which particular aspect of this RFP they are applying.

Proposers should include in the proposal samples of following:

1. Sample(s) of the paper to be used in all publications. Should proposed paper be different for various publications please submit samples of all types of paper.
2. Samples of newsletters, brochures, and ads produced by Proposer.
3. Samples of photographs and art work produced by the Proposer.

2.04 SPECIFICATIONS FOR PROFESSIONAL SERVICES.

All proposals must, at a minimum, include one of the following to be considered in the selection process:

Website Design and Hosting:

Includes design, development and maintenance of comprehensive content managed website. Firms must be able to analyze, plan and design the site. The City requires the following feature/functions in the design and development of the website

- 1) Home Page:
 - a. The home page will have dynamic animation, video, and interactive content. The home page must be easy to understand, customizable and information rich. The home page must be simple, uncluttered, visually striking and powerful in allowing users to easily find and access relevant information. The page will contain dynamic hyperlinks, customizable navigation, menus and drop downs. The home page will handle graphic images and videos.
- 2) Dynamic Content and Documents Management:
 - a. Update, delete and create from template-based Web pages. Content management and administrative features. Flexibility within the portion of the site assigned to a division or function for designated staff to add, remove and update content using tools and templates that do not require extensive knowledge of Web development languages or technical structure. Staff should have the ability to perform routine content management functions such as posting meeting dates, agenda, minutes, events, removing old and outdated information and general noticing. The vendor will be required to provide examples of web sites using their content management solution.
 - b. Ability to dynamically update/publish calendars by division with Microsoft Outlook Calendars as an option.
 - c. Structured for maintenance and updating capabilities by non-technical staff
 - d. News & Announcements
 - e. Rotating Photos/Banner Ads dynamic Image display
 - f. Ability to use current interactive and social networking mediums such as Facebook, Twitter, and RSS feeds, as well as flexibility to add these types of features in the future.
 - g. Designed for continuous operation 24 hours of a day, 7 days a week with exception for times of scheduled maintenance
 - h. Capability to maintain and archive of existing and past records such as agendas, meeting minute, press releases, newsletters, etc.
- 3) Templates:
 - a. Designing standardized, yet flexible, templates for all website pages to ensure a consistent look throughout that is highly professional, functional and enhances the image of the Human Relations Council. Determine a consistent look and feel for the website, including color schemes, graphic elements, and navigation tools that provide straightforward navigation within a unifying graphic theme as well as flexibility for the branding of different functions/services. The look and feel should be consistent with the HRC's current branding initiative.
- 4) Multi-Lingual Support
 - a. Ability to view content in English and Spanish with the flexibility to add other languages as needed.
- 5) Site Search
 - a. Internal Site Search Engine. Capability for easily searching the Website for key words or phrases.

- 6) Speed
 - a. Pages and features compatible with limited bandwidth access by the public. Graphic files should be relative to the site and designed with simplicity to allow for the quickest loading.
- 7) ADA Security
 - a. Web interface options that can accommodate individuals with disabilities in accordance with the Americans with Disabilities Act (ADA). See rules and an example at www.ada.gov/websites2_prnt.pdf
- 8) Download Ability
 - a. The ability to download applications necessary to view information (ex: Adobe Acrobat Reader).

Although the City has some specific requirements, we are interested in ideas for content and approaches to designing the style of the website. We encourage respondents to consider and propose recommendations. The City is interested in utilizing the website to promote the HRC mission of keeping peace, order and harmony among the citizens of Dayton, to promote tolerance and goodwill, and ensure equality of treatment and opportunity for all.

Additional Requirements:

- 1) Selected personnel shall be granted full and unlimited access to the website code.
- 2) The proposal should include basic training for a minimum of fifteen (15) employees including user manuals, training plan, and timeline for same
- 3) The proposal should include a comprehensive timeline and plan of action for the following phases of the website design and implementation:
 - a. Preliminary/ Needs Assessment
 - b. Conceptual Design of Website
 - c. Development Phase
 - d. Training and Initial Support
 - e. Hosing and Website Maintenance – typical contract would be for two (2) years with three (3), one (1) year options to renew. Respondents must not be on any e-mail or website “black lists” as a source of unwanted solicitations or objectionable content.
- 4) The proposal should identify what is required of the City in completing this project
- 5) A representative from the selected firm may be required to attend meetings during the design phase to gather input on the website design as well as additional progress meetings
- 6) A testing period and subsequent acceptance testing period shall be provided during which the City may evaluate the website to ensure satisfaction with the website functions and conformance with the RFP. Items requiring correction must be corrected within fifteen days (15) by the firm selected.

Sample Sites Include:

Florida Commission on Human Relations

<http://fchr.state.fl.us/>

Orange County Human Relations Council

<http://www.ochumanrelations.org/>

Marketing Collateral:

On an “as needed basis”, includes creative development and production of branded marketing collateral for traditional and digital outlets (both new and building upon and enhancing current products); coordination for production and print needs, quality assurance, and final delivery; and project coordination with other internal staff, external vendors and suppliers as needed. Marketing pieces will include:

- Advertisements for print and web publication specific to special populations
- Council and special program brochures
- Program handouts
- Possible future marketing items to be produced on an as needed basis include brand standards and customized templates that can be utilized for in-house production pieces, banners, signs, visual displays and other on-ground visual presence, and special event flyers, signage and materials). The City of Dayton will require pricing quotes at the time of need.

Standard Content:

All publications produced for the City of Dayton (“City”) shall contain the following information:

- 1) The main title of “the Human Relations Council” and the Human Relations Council logo on the cover page.
- 2) The names and logos of the multi-jurisdictional partners as provided for publications. (Logo samples are attached).

General Requirements:

- 1) **Timeline:** Proposers shall outline the proposed timeline for production of each issue from start to finish. This timeline should include the submission of the draft copy from City to the Proposer, time required for layout, final review and approval dates by the City and printing.
- 2) **Printing:** All Proposers shall incorporate the follow printing guidelines for the cost consideration of each production type:
 - a. Once the final draft has been approved by the City of Dayton, Proposer shall be responsible to ensure that all publications approved are printed for distribution.
 - b. The paper shall be similar in weight and quality to that in the attached items.
 - c. Publications shall be printed on recycled paper.
- 3) **Photography:** Successful Proposer(s) shall list the cost for each of the following four (4) individual items for each publication:
 - a. Using a photograph or digital picture provided by the City
 - b. Using art work provided by the City
 - c. Use of photograph(s) or digital picture(s) taken by the Proposer, including the cost of photography, developing, and any processes deemed necessary to render it for use
 - d. Use of art work provided by the Proposer, including the cost of producing the original art work, and any processes deemed necessary to render it for use
 - e. NOTE: Although actually photography / art work may vary per production based on content and the Proposer’s view of the amount of the different items needed for each issue; for proposal purposes, this maximum cost should be the sum of a one-time use of each item one (1) through four (4) for one (1) informational type. Charges to the City for photography and art work shall only be for the cost of items actually used in each issue, based on the individual prices listed. The successful Proposer(s) shall not automatically charge the maximum cost per issue.

Program Brochure

- 1) **Design / Format:** The design shall contain the two (2) items as specified under “Standard Content” stated in the Specifications of Request for Proposal.
- 2) In addition the brochure designs shall contain the following:
 - a. For purposes of this proposal, each brochure shall be on an 8.5” x 11” page that is printed on both sides and folded in three panels.
 - b. The Proposer can propose a layout for the rest of the brochure. This layout shall be subject to approval by the City prior to production or reproduction.
- 3) The Proposer shall list separately the design cost as a one-time cost and the cost for five (5) brochure designs / formats. The final designs shall be approved by the City of Dayton.
- 4) **Printing:** The printing shall contain the four (4) items as specified under “Printing” of the Request for Proposal. In addition the brochure printing cost Proposer shall consider the following:
 - a. Cost for printing 3,000 copies of one (1) brochure in the 8.5” x 11” size.
 - b. Total cost for printing all brochures (5) brochures (3,000 each; 15,000 total).
- 5) **Photography / Art Work:** The photography / art work shall contain the four (4) items as specified under “Photography / Art Work” of the Request for Proposal.
- 6) **Content:** Each issue of a brochure shall contain information about the Human Relations Council services and/or programs. Each brochure will be designed and directed towards a specific audience (i.e. businesses, citizens, and civic groups) or a specific topic (i.e. civil rights enforcement, business compliance and technical assistance, and community relations).
- 7) **Timeline:** Proposers shall outline the proposed timeline for production of a brochure from start to finish. This timeline should include the submission of the draft copy from the City to the Proposer, writing of the Proposer’s information, time required for layout, final review and approval dates by the City and printing.

Program Handouts

- 1) **Design / Format:** The design shall contain the two (2) items as specified under “Standard Content” stated in the Specifications of Request for Proposal. The actual size may vary as necessary and will be dependent on the target audience and the information to be conveyed. For bid purposes the following will be incorporated into the handout design:
 - a. The handouts shall be printed on 8.5” x 11” paper.
 - b. The handouts shall be designed so the final version is printed on both sides. This layout shall be subject to approval by the City prior to production or reproduction.
- 2) The Proposer shall list separately the design cost for a handout and the total cost for four (4) handout designs / formats. The final designs shall be approved by the City.
- 3) **Printing:** The printing shall contain the four (4) items as specified under “Printing” of the Request for Proposal.
- 4) **Photography / Art Work:** The photography / art work shall contain the four (4) items as specified under “Photography / Art Work” of the Request for Proposal.
- 5) **Content:** Program handouts shall contain information about the Human Relations Council services and/or programs. Each brochure will be designed and directed towards a specific audience (i.e. businesses, citizens, and civic groups) or a specific topic (i.e. civil rights enforcement, business compliance and technical assistance, and community relations).
- 6) **Timeline:** Proposers shall outline the proposed timeline for production of a handout from start to finish. This timeline should include the submission of the draft copy from the City to the Proposer, writing of the Proposer’s information, time required for layout, final review and approval dates by the City and printing.

Print Ads

- 1) **Design / Format:** The design shall contain the two (2) items as specified under “Standard Content” stated in the Specifications of Request for Proposal. The actual size may vary as necessary and will be dependent on the target audience and the information to be conveyed. For bid purposes the following will be incorporated into the ad design:
 - a. The ads shall be printed on 5” x 8” card stock
 - b. This layout shall be subject to approval by the City prior to production or reproduction.
- 2) The Proposer shall list separately the design cost for an ad and the total cost for five (5) ad designs / formats. The final designs shall be approved by the City.
- 3) **Printing:** The printing shall contain the four (4) items as specified under “Printing” of the Request for Proposal.
- 4) **Photography / Art Work:** The photography / art work shall contain the four (4) items as specified under “Photography / Art Work” of the Request for Proposal.
- 5) **Content:** Print ads shall contain information about the Human Relations Council services and/or programs. Each print ad will be designed and directed towards a specific audience (i.e. businesses, citizens, and civic groups) or a specific topic (i.e. civil rights enforcement, business compliance and technical assistance, and community relations).
- 6) **Timeline:** Proposers shall outline the proposed timeline for production of a print ad from start to finish. This timeline should include the submission of the draft copy from the City to the Proposer, writing of the Proposer’s information, time required for layout, final review and approval dates by the City and printing.

Photography:

Not all projects will require photography services but the successful candidate shall be expected to provide these services when needed. Photography produced will be used in the abovementioned marketing collateral, website design, and in the HRC social media sites such as Facebook, YouTube, and Twitter. This contract will be awarded to the candidate who fully demonstrates the ability to provide the following services:

- 1) High Quality 4x6, or 5x7, or 8x10 prints of images that are reproducible to poster or display sizes at or above 24” x 36” without pixilation
- 2) Copies of the final product in CD/DVD/ or other industry standard digital media format including: .psd (high resolution), .jpg, .tif, vector based (.eps).

- 3) The ability to edit and organize the final proofs, and complete any other editing of the material necessary for project completion.
- 4) Photography in a wide variety of subjects including Dayton's diverse communities and people, housing, businesses and employment, etc. and matches in styles ranging from portraiture to panoramic to product-focus.

OWNERSHIP OF MATERIAL. The Contractor agrees that all material including, but not limited to, collateral, photographs, prints, technical documents, records, disks/diskettes, electronic art files with required supporting graphics including images and fonts under the terms of this agreement, shall at any time during the performance of the services be made available to the City of Dayton (without any additional charges) upon request and shall become and remain the property of the City upon termination or completion of the services.

QUALIFICATIONS. Proposals are welcome from businesses or organizations that demonstrate an ability to provide quality, cost-effective services. Applicants must have the following:

- Demonstrated knowledge and experience in the development and production of the project areas of emphasis are critical.
- Demonstrated technical and professional expertise.

Qualification of the Firm

- 1) Provide an overview of your company's history. Include information on firm size, number of employees, years in business, location of working office, and philosophy/mission of the Company
- 2) List and briefly describe relevant projects that have been completed by the lead bidder and the team, clearly indicating which team members were responsible for each project described.
- 3) Provide the name and telephone number of at least three references for whom your organization has similar relevant completed projects.
- 4) Provide information on current workload and how this project will be accomplished with staff.
- 5) Provide relevant materials that demonstrate the organization expertise in an Appendix

Experience of Team/Staff

- 1) Identify all team members, responsible for ensuring the quality and timeliness of all activities and work products.
- 2) Provide an organization chart of the project team and relationships, including the names and addresses of any subcontractors, and describe how activities will be coordinated among subcontractors.
- 3) Provide a clear description of the roles and responsibilities.
- 4) Provide resumes of all team members in an Appendix.

Approach

- 1) Provide a brief narrative illustrating your understanding of this project and an overview of the approach to the Scope of Work.
- 2) Provide an overview of the approach to marketing collateral, website development, and/ or photography
- 3) Describe how the project will be implemented consistent with the requirements of RFP Section 2.03 Scope of Work.

Cost Proposal

- 1) Provide summary detailing the breakout of costs, including: labor hours, hourly rates and costs for all personnel, including any subcontractors; printing estimates, production expenses, and any additional expenses related to providing the services for which you are applying listed in this RFP scope of work. *(Candidate expected to use cost proposal templates attached)
- 2) Detail how your work plan will creatively optimize and leverage limited funds to meet the listed Scope of Work requirements
- 3) Describe how the City will be charged
- 4) Provide a narrative explanation/justification of proposed project costs, if necessary.

2.05 PRICING STRUCTURE – templates attached

3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. The City of Dayton encourages all bidders to review the list of certified companies in our Procurement Enhancement Program at www.daytonohio.gov/departments/hrc and Click the PEP Certification List link under the Quick Hits column on the right of the page. This Project is being bid with a 100% SBE participation goal. A company must be certified as SBE at the time of the bid opening and must be pre-qualified to perform the proposed subcontracted work. You are advised to obtain a copy of the company's SBE Certification letter and to review the SBE Certification List. The SBE participation must be submitted with your bid form on the SBE Participation Form provided by the City of Dayton Human Relations Council. A company certified as SBE may use its own status toward the participation goal. SBE Participation Forms must be completely filled out in accordance with the instructions listed on the forms. Any total or partial Request for Waiver of the SBE Goal must be submitted on the enclosed Waiver Request Forms.

A Bidder Requesting a total or partial Waiver of the SBE Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The HRC shall review and evaluate the Bidder's efforts to meet and comply with the SBE goal by reviewing and crediting the below-listed subcontracting efforts to be checked on the enclosed Waiver Request Form. A bidder will be granted a Waiver only where the HRC determines that the bidder has obtained at least Sixty-five (65) points from the list of documented subcontracting good faith efforts in Exhibit E.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Consultant must file an Affirmative Action Assurance form ("AAA Form") with the City's Human Relations Council (HRC) and obtain approval from HRC to do business with the City. You may contact the HRC for the Rules and Regulations, and the AAA Form required of vendors of the City, at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1413 (Office)
(937) 222-4589 (Fax)

Failure to maintain a current AAA Form on file with the HRC may result in termination of the contract and/or denial of future contract awards from the City. The AAA Form must be filed annually.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – The following are standard terms which are subject to change by the City prior to the award of the contract:

ARTICLE 1. TERM

Commencement of the Profession Services contract shall be contingent upon City Commission approval of the proposal recommendation and is anticipated on or before December 31, 2012. The term of the agreement shall be for a one (1) year period. The agreement may be extended for one (1) additional one year term at the sole discretion of the City.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City is responsible for all matters described in an Exhibit, City's Responsibilities, which is incorporated herein by reference.

The City will furnish Consultant, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Consultant's failure to meet such standards and City has notified Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Consultant shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Consultant and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Consultant shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Consultant shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Consultant pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Consultant also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the City upon payment. However, Consultant shall have the unrestricted right to their use.

Consultant shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Consultant.

ARTICLE 9. TERMINATION

This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Consultant's assets is appointed by a court of competent jurisdiction.
2. Consultant is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Consultant's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Consultant to remedy such failure within thirty (30) days from the date of written notice from City.
4. Consultant's violation of any applicable federal, state, or local law applicable to the Project and construction thereof or Services required by this Agreement.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor.

In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Consultant under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name: _____
Address: _____
City, State Zip Code _____
Attention: _____
Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Consultant from receiving future City contracts.

E. WAIVER

A waiver by the City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Consultant acknowledges and agrees that it will be providing services to the City as an “independent contractor”. As an independent contractor for the City, Consultant shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Consultant, its employees and any persons retained or hired by Consultant to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

H. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Consultant affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.



City of Dayton, Ohio
Human Relations Council
WEB DEVELOPMENT AND MARKETING SERVICES
RFP No. 12071D
October 2012

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership ☐ Sole Proprietorship ☐ Franchise ☐ Partnership ☐ Corporation
 ☐ Joint Venture ☐ LLC ☐ Other (Specify): _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. ☐ Yes ☐ No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide any and all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): ##-#####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio
Human Relations Council
WEB DEVELOPMENT AND MARKETING SERVICES
RFP No. 12071D
October 2012

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 12071D. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
Human Relations Council
WEB DEVELOPMENT AND MARKETING SERVICES
RFP No. 12071D
October 2012

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____
Bidding Company: _____
Address: _____

Signature/Title: _____
Federal I.D.#: _____
Phone No.: _____
FaxNo.: _____

EXHIBIT D – PARTICIPATION/WAIVER REQUEST FORM

CERTIFIED BUSINESS ENTERPRISE PARTICIPATION FORM

Project Name: _____

The City of Dayton has adopted procurement programs for Minority, Woman, Small Business Enterprises, and Dayton Local Preference Program in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. This form is to be used to record participation under the aforementioned Sections of the R.C.G.O. In order to participate in the City's Program, contractors must be pre-certified and pre-qualified in accordance with the rules and regulations pertinent to this program. When determining the level of participation, only the total work performed by the certified subcontractor either singularly or severally, will be considered. **This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors.** Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

		Please Check One							
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>	Type of Service or Supply (Commodity)	Type of Construction Work to be Performed (NAICS)	Certified \$ Amount of Total Base Bid	Certified % of Total Base Bid	
Business Firm Name									
Tax I.D. Number									
Street Address									
City/State/ Zip Code									
Phone									
Total \$ Amount of PRIME CONTRACTOR'S Base Bid _____					Certified \$ Award _____		% of Base Bid _____		
PRIME CONTRACTOR'S NAME				PRIME CONTRACTOR'S ADDRESS					
				Street Address					
				City/State/Zip					



City of Dayton, Ohio
Human Relations Council
WEB DEVELOPMENT AND MARKETING SERVICES
RFP No. 12071D
October 2012

EXHIBIT E – WAIVER REQUEST FORM

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date _____

Project: _____

Participation Goal (list only one): _____

Submit a separate form for each goal for which you are requesting a waiver. A Bidder Requesting a total or partial Waiver of the **(circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3)** Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The City of Dayton Human Relations Council (HRC) shall review and evaluate the Bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a Waiver for participation goals based on good faith efforts; and only where the HRC determines that the bidder has obtained at least Sixty-five (65) points from the following list of activities. **This form must be completed and submitted with your bid if you are requesting a waiver of any goal.**

#	Points Possible	Activity Description	Your Points?
1	15	Solicited the interest of all certified (circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) companies capable of performing the specific work listed in the bid. Solicitation will be evaluated based on actual (documented responses of the communication by telephone, electronic mail/fax, or face-to-face) contact with the interested party.	
2	15	Divided contract work items into economically feasible units to facilitate (circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) participation, even when the bidder might otherwise prefer to perform these work items with its own forces.	
3	10	Provided interested (circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) certified companies with information about the plans, specifications, and requirements of the contract within ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.	
4	15	Negotiated with (circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) certified subcontractors, and considered the subcontractors' price and capabilities, as well as the contract goals.	
5	5	Rejected (circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) companies as being unqualified only with reasons based on a diligent investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.	
6	15	Assisted interested (circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) certified companies that responded to the bidder's solicitation in actually obtaining bonding, lines of credit, or insurance as required by the City or the bidder.	
7	10	Contacted the Human Relations Council and used the services of community organizations, contractors' groups, local, state and federal business assistance offices, and other organizations to find subcontractors certified as (circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) .	
8	15	The bidder is actively participating in an ongoing Joint Venture or Strategic Partnership (R.C.G.O. § 35.41), documented mentor/protégé program or documented construction management program with a certified (circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) in the assistance of their business growth and development.	
	100	Bidding Company Name: _____	

COST PROPOSALS

WEBSITE DESIGN AND MAINTENANCE

ITEM NO.	DESCRIPTION	UNIT PRICE
1	NEEDS ASSESSMENT Total Hours: Total Materials: Total Expenses:	\$ _____ \$ _____ \$ _____
2	DESIGN Total Hours: Total Materials: Total Expenses:	\$ _____ \$ _____ \$ _____
3	DEVELOPMENT Total Hours: Total Materials: Total Expenses:	\$ _____ \$ _____ \$ _____
4	IMPLEMENTATION Total Hours: Total Materials: Total Expenses:	\$ _____ \$ _____ \$ _____
5	TRAINING AND INITIAL SUPPORT Total Hours: Total Materials: Total Expenses:	\$ _____ \$ _____ \$ _____
6	COST PER PAGE (FUTURE DEVELOPMENT)	\$ _____
7	BULK RATE COST FOR MULTIPLE PAGES (FUTURE DEVELOPMENT) Number of pages: Number of pages:	\$ _____ _____ _____
8	HOURLY RATE FOR SERVICES (Please Specify)	\$ _____
9	MINIMUM CHARGE FOR UPDATES TO WEBSITE	\$ _____
10	ANNUAL OR MONTHLY COST TO HOST WEBSITE	\$ _____
11	ANNUAL OR MONTHLY COST TO MAINTAIN WEBSITE	\$ _____
12	ADDITIONAL COSTS OR CHARGES (Please Specify)	\$ _____

➤ Price to remain firm for the period through December 31, 2013.

➤ Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from January 1, 2014 through December 31, 2014) at the City's sole discretion?
Yes []

No [] If appropriate, state maximum percent of increase (based on pricing as of first year of proposal) to retain this option _____%.

MARKETING COLLATERAL

Following are the three individual components and the requirements for each. The requested breakdown of itemized costs must include all labor, equipment, supplies, and other work required. **All lines for proposed costs must be completed, even if the proposed cost for an item is \$0.00.** Additional information may be submitted in order to assist in the bid selection.

PROGRAM HANDOUTS

ITEM NO.	DESCRIPTION	UNIT PRICE
1	ONE TIME DESIGN COST All items, layout, designs, pictures, etc., and any future materials resulting from this proposal shall be provided in a format(s) that can be edit/reproduced by the City of Dayton. Electronic files should be provided in a vector art, final ESP file and ESP files with all layers prior to being flattened. All materials shall become the property of the City of Dayton.	\$_____
2	PRODUCTION Includes but not limited to layout provide proofs for review, and publishing Cost per handout – production of size: 8.5” x 11” <u>Total</u> maximum cost for five (5) handouts – size: 8.5” x 11	\$_____ \$_____
4	PHOTOGRPHY <u>A: Using the following provided by the City of Dayton:</u> A photograph or digital picture Artwork <u>B: Using the following provided by proposing Company:</u> A photograph or digital picture Artwork <u>Total</u> maximum cost for Section A (all photography and Art work provided by City) - photography and art work for five (5) handouts <u>Total</u> maximum cost for Section B (all photography and Art work provided by proposing company) - photography and art work for one (5) handouts Maximum cost per issue for photography and art work using one each of items listed in Sections A and B above	\$_____ \$_____ \$_____ \$_____ \$_____ \$_____
5	PRINTING Cost for printing 1,000 copies of one handout <u>Total</u> maximum cost for printing 5,000 handouts Five (5) handouts of 1,000 copies each	\$_____ \$_____
6	If proposing <u>all</u> services for the annual report listed above please provide “Total Package” pricing	\$_____

➤ Price to remain firm for the period through December 31, 2013.

➤ Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from January 1, 2014 through December 31, 2014) at the City’s sole discretion?
Yes []

No [] If appropriate, state maximum percent of increase (based on pricing as of first year of proposal) to retain this option _____%.

PRINT ADS

ITEM NO.	DESCRIPTION	UNIT PRICE
1	ONE TIME DESIGN COST All items, layout, designs, pictures, etc., and any future materials resulting from this proposal shall be provided in a format(s) that can be edit/reproduced by the City of Dayton. Electronic files should be provided in a vector art, final ESP file and ESP files with all layers prior to being flattened. All materials shall become the property of the City of Dayton.	\$ _____
2	PRODUCTION Includes but not limited to layout provide proofs for review, and publishing Cost per ad – production size 5’’x 8’’ <u>Total</u> maximum cost for five (5) ads – size: 5’’x 8’’	\$ _____ \$ _____
4	PHOTOGRPHY <u>A: Using the following provided by the City of Dayton:</u> A photograph or digital picture Artwork <u>B: Using the following provided by proposing Company:</u> A photograph or digital picture Artwork <u>Total</u> maximum cost for Section A (all photography and Art work provided by City) - photography and art work for five (5) ads <u>Total</u> maximum cost for Section B (all photography and Art work provided by proposing company) - photography and art work for five (5) ads Maximum cost per issue for photography and art work using one each of items listed in Sections A and B above	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
5	PRINTING Cost for printing 1,000 copies of one ad <u>Total</u> maximum cost for printing 5,000 handouts Five (5) ads of 1,000 copies each	\$ _____ \$ _____
6	If proposing <u>all</u> services for print ads listed above please provide “Total Package” pricing	\$ _____

➤ Price to remain firm for the period through December 31, 2013.

➤ Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from January 1, 2014 through December 31, 2014) at the City’s sole discretion?
Yes []

No [] If appropriate, state maximum percent of increase (based on pricing as of first year of proposal) to retain this option _____%.

BROCHURES

ITEM NO.	DESCRIPTION	UNIT PRICE
1	ONE TIME DESIGN COST All items, layout, designs, pictures, etc., and any future materials resulting from this proposal shall be provided in a format(s) that can be edit/reproduced by the City of Dayton. Electronic files should be provided in a vector art, final ESP file and ESP files with all layers prior to being flattened. All materials shall become the property of the City of Dayton. Design cost per brochure Design cost for five (5) brochures	\$ _____ \$ _____
2	PRODUCTION Includes but not limited to layout provide proofs for review, and publishing Cost per brochure – production of size: 8.5” x 11” <u>Total</u> maximum cost for five (5) brochures – size: 8.5” x 11	\$ _____ \$ _____
4	PHOTOGRAPHY <u>A: Using the following provided by the City of Dayton:</u> A photograph or digital picture Artwork <u>B: Using the following provided by proposing Company:</u> A photograph or digital picture Artwork <u>Total</u> maximum cost for Section A (all photography and Art work provided by City) - photography and art work for four (4) brochures <u>Total</u> maximum cost for Section B (all photography and Art work provided by proposing company) - photography and art work for four (4) brochures Maximum cost per brochure for photography and art work using one each of items listed in Sections A and B above <u>Total</u> maximum cost for photography and art work for four (4) brochures	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
5	PRINTING Cost for printing 3,000 copies of one brochure <u>Total</u> maximum cost for Printing 12,000 brochures Four (4) brochures of 3,000 copies each	\$ _____ \$ _____
6	If proposing <u>all</u> services for brochures listed above please provide “Total Package” pricing	\$ _____

➤ Price to remain firm for the period through December 31, 2013.

➤ Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from January 1, 2014 through December 31, 2014) at the City’s sole discretion?
Yes []

No [] If appropriate, state maximum percent of increase (based on pricing as of first year of proposal) to retain this option _____.%

THE HUMAN RELATIONS COUNCIL LOGO



THE CITY OF DAYTON LOGOS



COMMUNITY PARTNER / PROGRAM LOGOS



Minority Contractors Business
Assistance Program



Procurement Technical
Assistance Center